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CONSTITUTIONAL LAW—DEFECTIVE TITLE OF BILL—CF. SEC. 52 OF CONSTITUTION OF 1902.—In the case of *Cahill v. Hogan*, decided February 1, 1904, the Court of Appeals of New York held that the constitutional requirement, that the subject of a local bill shall be expressed in its title, is violated by an act whose title expresses that it is an amendment of certain statutes in relation to the municipal improvement commission of a city and its water supply, and then purports to specify in detail in what respect the several acts are amended, but omits any mention of the fact that it changed the personnel of the commission; which was evidently one of the most important objects aimed at by the bill.

The cases in Virginia construing sec. 52 of the Constitution of 1902 are examined in a note, 10 Va. Law Reg. 106.

BANKRUPTCY—PREFERENCES—ORDERS—DATE OF PRESENTATION.—In *Johnston v. Huff, Andrews & Moyler Co.* (C. C. A., Fourth Circuit, on appeal from the District Court of the U. S. for W. D. of Va.), 133 Fed. 704, the following is the syllabus:

One who had a contract with a railroad to furnish board to a track gang entered into an arrangement with a supply firm whereby it was to extend him credit, and he in turn gave it an order on the railroad, directing it to pay to the firm any sums due from the railroad to him. It was agreed between the contractor and the firm that the latter was not to present the order unless the former did not keep up his payments. In pursuance of this agreement the order was not presented for over a year, and then just one day before the contractor, being insolvent, filed a voluntary petition in bankruptcy. Held, that the order did not operate as an equitable assignment as of the date when it was given, but was effective as a transfer only when presented to the railroad, and therefore constituted a preference, within section 60 of the bankruptcy act of July 1, 1898, c. 541, 30 Stat. 562 (U. S. Comp. St. 1901, p. 3445), declaring a transfer of property by an insolvent, the effect of which is to enable any creditor to obtain a greater percentage of their debts than any other creditors of the same class, a preference.

COMMERCE—STATE REGULATION—INTERSTATE SHIPMENTS—SEC. 1295 CODE 1887—QUÆRE: ARE NOT SECS. 1294C. (24), AND 1294L, VA. CODE 1904, UNCONSTITUTIONAL AS TO INTERSTATE SHIPMENTS?—In the recent case of *Central of Georgia Railway Co. v. Murphy and Hunt*, 25 Sup. Ct. 218, decided Jan. 9, 1905, the Supreme Court of the United States delivered an important and far-reaching decision, and one of great interest not only to the profession but also to the commercial interests and railroads in Virginia. In that case, the defendant in error shipped a car load of grapes from Barnesville, Georgia, to Omaha, Nebraska. The grapes were routed by the shippers over the Central of Georgia, as initial carrier, and then successively over five connecting lines to the destination, Omaha, Nebraska. The initial carrier, the plaintiff in error, issued to the shippers a bill of lading, showing the route as above, and the bill was signed by Murphy and Hunt as a contract between the plaintiff in error and themselves. The bill of lading contained a promise to carry the grapes to said destination, if on its road, or to deliver to another carrier on the route to said destination, subject to the following condition, among others: